



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize the City Manager to ~~Execute~~ an Employment Agreement with Ray B. Samuels for Interim Police Chief Services

**MEETING DATE:** March 2, 2011

**PREPARED BY:** City Manager

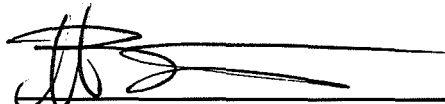
**RECOMMENDED ACTION:** Authorize the City Manager to ~~execute~~ an employment agreement with Ray B. Samuels for Interim Police Chief services.

**BACKGROUND INFORMATION:** As the City Council is aware, the City has a vacant Police Chief position. The current interim will retire effective February 26th. In order to provide management of the department during the recruitment process, I am recommending that the City Council concur with my selection of Ray B. Samuels as the interim Police Chief until such time that a permanent Chief is selected. A copy of the proposed employment agreement is attached.

Mr. Samuels has over 35 years of law enforcement experience. He retired in 2008 as the Police Chief in Newark, CA and was most recently an interim Chief in Menlo Park while they went through the recruitment process.

**FISCAL IMPACT:** No cost in excess of the current budget.

**FUNDING AVAILABLE:** \$7,200.00 bi-weekly.

  
Konradt Bartlam  
City Manager

Attachment

APPROVED:   
Konradt Bartlam, City Manager

## **TEMPORARY EMPLOYMENT AGREEMENT**

This Agreement is made and entered into as of March 3, 2011, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Ray B. Samuels, hereinafter called "Employee" both of whom agree as follows:

### **RECITALS:**

It is the desire of the City to retain the services of Employee on an interim basis to perform the functions of the Police Chief.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **GENERAL:**

City hereby agrees to employ Employee as the Interim Police Chief of the City starting March 3, 2011 and Employee agrees to perform the functions and duties the City Manager shall from time to time assign to him.

### **2. HOURS OF WORK:**

Employee has discretion as to his work schedule but must devote an average minimum of 40 hours per week to the job.

### **3. COMPENSATION:**

City agrees to pay Employee during the term of the Agreement a salary of \$90.00 per hour (\$7,200 paid biweekly).

### **4. BENEFITS:**

As a temporary employee, Employee shall not be entitled to any benefits set forth in the Executive Management Statement of Benefits including but not limited to PERS retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance. Employee acknowledges that his compensation is set higher than the City's regular Executive Management Employees as compensation for the waiver of benefits.

### **5. TERMINATION:**

- (a) Termination by Employee - In the event Employee terminates this contract with City, (s)he shall give City at least twenty-one (21) days advance written notice and shall be entitled to all earned compensation.
- (b) Termination by City - Employee's service shall be at will. The City Manager may terminate Employee at any time, with or without cause. Moreover, this agreement shall automatically terminate upon the hiring of a permanent Police Chief. Employee shall be paid for all hours worked through the date of termination.

**6. MODIFICATIONS:**

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

**7. CONFLICT OF INTEREST:**

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:


EMPLOYEE:

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager  
Attest:

\_\_\_\_\_  
Ray B. Samuels

\_\_\_\_\_  
Randi Johl  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney